

AGREEMENT

between

MILLWRIGHTS LOCAL UNION 1121

of the

**EASTERN MILLWRIGHTS REGIONAL COUNCIL
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA,**

and

**LABOR RELATIONS DIVISION OF THE
ASSOCIATED GENERAL CONTRACTORS OF MASSACHUSETTS, INC.**

and

**BUILDING TRADES EMPLOYERS' ASSOCIATION OF
BOSTON AND EASTERN MASSACHUSETTS, INC.**

**EFFECTIVE:
OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2015**

ARTICLE II
TERRITORIAL JURISDICTION

The Territorial Jurisdiction of this Agreement has been designated by the International Office of the United Brotherhood of Carpenters and Joiners of America as the Territorial Jurisdiction of Labor Union No. 1121 and shall encompass the entire States of Maine, Massachusetts, New Hampshire, Rhode Island and Vermont.

Expires September 30, 2015

-1-

Eastern Millwrights Regional Council

ARTICLE III TRADE AUTONOMY

The Company agrees to recognize the jurisdictional claims of the UBCJA affiliates as outlined in the individual agreements within the jurisdictional boundaries of the Eastern Millwrights Regional Council and the New England Regional Council of Carpenters which includes the States of Massachusetts, Rhode Island, Connecticut, New Hampshire, Maine, and Vermont.

The machinery, equipment and associated components listed below which is identified for the purpose of description only, falls within the jurisdiction of the United Brotherhood of Carpenters and Joiners of America (Millwrights).

Although some components of machinery and/or equipment may be described in one application or location and not in another, it shall not be excluded from our autonomy when, to avoid repetition, it is not described in other applications.

Section 1. The term Millwright and Machinery Erectors shall mean the unloading, hoisting, rigging by any means, transferring, moving, cleaning, disassembling, assembling, welding, burning, erecting, calibrating, aligning, starting-up and testing, adjusting, repairing, and the maintaining of all machinery and equipment, be it powered by, or receiving power from, steam, gas, gasoline, diesel, jet, electric, pneumatic, water, solar, thermal, mineral, atomic, rocket, nuclear, chemical, wind or any other source, regardless whether temporarily or permanently installed or located.

Section 2. Some of the locations in which you may find machinery, equipment and their components are: woodworking, canning, food, and computer industries, steel, metal, plastic, and glass manufacturing or recycling plants, foundries, ore reduction plants, stamping facilities, coffee roasting plants, paper, cellophane and film industries, feed and saw mills, rock, gravel, sand washing, stone crushing, cement and asphalt plants, water, sewage and chemical treatment plants, laundries, kitchens, restaurants, hospitals, bakeries, fertilizing and mixing plants, can, ice, bottle and bag manufacturing plants, textile, flour, and paint mills, breweries, milk, rendering and meat processing plants, locks, dams and bridges, coal yards, sugar refineries, ethanol or similar type facilities, post offices, package handling centers, incinerators, co-generation, coal gasification and power plants, automotive, truck and or similar manufacturing type factories, bio-research facilities, the amusement, recreational and entertainment fields.

Section 3. Millwrights shall set all engines, motors, dynamos, generators, diesel generators, motor restraints, install, measure and align with optical instruments when necessary the reactors, control, push and shut-down rods, rod pressure housing, drives, guide sleeves and other related equipment in reactors, turbines, castings, combustion chambers and all its related components, the attachment of the inlet manifolds and exhaust ducts, cylinders, diaphragms, rotors, blade rings, blade or bucket assemblies, hydrogen coolers, blower assemblies, packing joints on hydrogen coolers, exciter or

Alterex and all others, turning gear, extension box, welding of extension box, lagging, stretching of coupling bolts or others, perform oil flush, install turbine lube oil tank, pumps and related component skids, filters, thrust bearings, the sweating on and shrinking of bearings, couplings, shafts and others, sole plates and machine bases, perform all precision grouting using the following materials, epoxy, wet, non-shrink, dri-packing or other types, demineralizing, hydromation and mechanical dust systems, sensors, air compressors, super charges, coolers, boiler controls and linkage, Bailey Meters or similar devices and their linkages, fluid drives, embedded guides for traveling screens, traveling screens, roller, slide, knife, lock and sluice gates, limit torques on mechanical valves, gates and others, tainter valves, limit switches, trips, triggers or switches including the brackets that are attached to, stop logs, dam rollers, transfer cars, gear head motors.

Section 4. The setting of variable drives, fans, coal cranes, truck cranes or other types, including servicing and the adjusting and aligning of mechanical equipment within the cranes, crane rails and all other types of rails which would carry mechanically activated equipment, including their alignment, monorail (all sizes), trolleys, pumps and their associated components, packaging equipment, refrigerating equipment, chillers, and related equipment, lantern rings, packing glands, packing for pumps, pollution equipment, carbon absorbers, heat exchanges, grain, ball, hammer, roller mills and others, crushers and beaters, hoppers, bins, chutes and spouts, turn tables, shears, casing machines, robots, air-veyors, conveyors of all sizes, types, and styles regardless of the materials they are constructed with, including their supports, people movers, jetways, magnetic separators, hoists, feeding machinery, Z-loaders, S-loaders, palletizers, Triax equipment, mechanical equipment in scrubbers, pack towers, precipitators, cooling towers and air cooled condensers.

Section 5. Sewage and Water Treatment Plants-- disassembly, fabricating, rigging, erecting and aligning of skimmers, rake mechanisms, feed wells, baffles, scum troughs, degritting equipment, bar screens, communitors, mixers, pumps, aeration systems, blowers, membrane filtration systems, sequencing batch reaction systems, including related, filter presses, sand filtration systems (excluding the filtration media and associated earthworks), ultra violet rack systems, mechanical drive assemblies, conveyors, mono rails, gates and setting odor control equipment, (excluding heating, ventilating and air conditioning work or associated earthworks).

The setting of thru-clean bar, straight line bar, trash, tritor drum, and disc screens, straight line grit, circuline grit, circuline sludge, and circuline mixer collectors, straight line, flash, horizontal slow, vertical slow, and vibra flow feeder machines, pre-aeration and settling tanks, covers for tanks, bowls and basins including stationary or mechanical covers regardless of materials, thickeners, rotoline distributors, sludge bed cleaners, digestion systems, heaters, dyna-grind sewage screening grinders, screw pumps, spiral classifier, agitators, junk remover, hydro pulper, cooling fans, lube systems, selectifier screens, hydrosensors, fuel blowers, grizzly screens, trommels, table feeders, dryers, optical sorters, high tension separators, grip dewatering screens, flash mixer, horizontal slow mixer, vertical slow mixer, filter, cone and rotary presses, comminutors,

barminutors, degreasers, rotometers, dehumidifiers, benches, washers for cars, trucks, buses, trains and other types, hydraulic units, shroud boxes, silencers, scales, load cells, eddy current clutches, disintegrators, dehairing machines, grain handling devices, laboratory equipment, machine shop equipment, ladle cars, stunning pens and doors, activation equipment, racks, material handling platforms, transition pieces, the handling and installation, of pulleys, gears, sheaves and fly wheels, air vacuum, worm, belt, friction, rope, chain and gear drives that are directly or indirectly coupled to motors, belts, chains, shafts, or screws, installation of legs, boots, guards and boot tanks, all bin and diverter valves, turn hands and indicators, shafting, bearing cable sprockets, cutting of all key seats in old and new work, troughs, chippers, calenders, rolls, winders, rewinders, slitters, cutters, wrapping machines, blowers, forging machines, pneumatic, electric and hydraulic rams, extractors, expellers and extruders, ball and dust collectors, splicing of ropes and cables.

Section 6. The laying out, fabrication and installation of protecting equipment including: machinery guards, making and setting of templates for machinery, fabrication of bolts, nuts, pans, drilling of holes in machinery for any equipment which the Millwrights install regardless of materials, all welding and burning regardless of type, fabrication of all lines, hose or tubing used in the lubrication, operation, cooling or heating of machinery including the installation of all fluids used to operate, lubricate, cool or heat equipment installed by Millwrights, cleaning of machinery before turnover to owner, machining, grinding, milling, broaching, boring, threading, lapping and keying that may be necessary for any part of equipment, including the starting up, breaking in, trial running and operational or functional testing of any equipment or machinery installed by the Millwrights.

Section 7. Rock, sand and gravel plants, batch or aggregate plants, recycling equipment, crushers, conveyors, Chutes from one piece of mechanical equipment into another piece of mechanical equipment, or from a vessel into a conveyor, or into other places or mechanical equipment or other mechanical equipment used (for the purpose of description only) to excavate material from one area to another from highways, roadways or elsewhere.

Section 8. When optical instruments such as automatic levels, builders transits, precision jig transits, tilting levels, theodolites or other precision tools and instruments are used to locate and set machines, these tools are considered a tool of this trade and are to be used by Millwrights to set their equipment.

Section 9. Asbestos removal on equipment in which Millwrights normally remove during maintenance and repair work. (Removal shall be allowed by the Union whose members have been educated and trained in the safe removal of asbestos materials and have a Massachusetts State Certified License for asbestos removal.) Any new equipment or technology designed to replace any of the equipment described above shall remain in the jurisdiction of the Millwrights.

ARTICLE VII
WAGES AND OVERTIME

Section 1. Wages - All journeyman Millwrights employed under the terms of this Agreement shall be paid the appropriate wages and benefits for each hour worked in each zone.

Refer to the appropriate wage and benefit sheet.

Journeyman wages:

Effective 10/1/2012

Massachusetts Zone 1	\$34.18	(Includes Vermont Yankee, Pilgrim)
Massachusetts Zone 2	\$32.18	(Power plants at zone 1 rate)
Massachusetts Zone 3	\$30.68	(Power plants at zone 1 rate)
Rhode Island	\$32.19	
Maine	\$23.57	(except power plants)
New Hampshire	\$25.07	(except power plants)
Vermont	\$22.85	(except power plants)
Northern New England	\$28.05	(Non-nuclear power plant work)
New Hampshire	\$29.05	(Seabrook nuclear power plant)

Effective 4/1/2013

Massachusetts Zone 1	\$34.68	(Includes Vermont Yankee, Pilgrim)
Massachusetts Zone 2	\$32.47	(Power plants at zone 1 rate)
Massachusetts Zone 3	\$30.97	(Power plants at zone 1 rate)
Rhode Island	\$32.37	
Maine	\$23.58	(except power plants)
New Hampshire	\$25.08	(except power plants)
Vermont	\$22.86	(except power plants)
Northern New England	\$28.06	(Non-nuclear power plant work)
New Hampshire	\$29.06	(Seabrook nuclear power plant)

Schedule of wage and benefit increases:

October 1, 2013	April 1, 2014	October 1, 2014	April 1, 2015
Massachusetts Zone 1	(Includes Vermont Yankee, Pilgrim)		
\$0.77	\$0.78	\$0.95	\$0.96
Massachusetts Zone 2			
\$0.59	\$0.60	\$0.76	\$0.77
Massachusetts Zone 3			
\$0.58	\$0.59	\$0.74	\$0.75
Rhode Island			
\$0.72	\$0.73	\$0.88	\$0.89
Maine	(except power plants)		
\$0.43	\$0.43	\$0.55	\$0.55
New Hampshire	(except power plants)		
\$0.44	\$0.45	\$0.57	\$0.57
Vermont	(except power plants)		
\$0.43	\$0.43	\$0.54	\$0.54

Expires September 30, 2015

Northern New England	(Non-nuclear power plant work)
\$0.47	\$0.48 \$0.60 \$0.61
New Hampshire	(Seabrook nuclear power plant)
\$1.47	\$0.48 \$1.60 \$0.61

Expires September 30, 2015

-9-

Eastern Millwrights Regional Council

Rates Effective Oct. 1, 2012

State or Zone	Dues	Health	Pension	Annuity	ATF	NECLMP	CITF	NLMP	MCAP	MWIT	Sch.	Dis.	VAC	Stamp
Massachusetts Zone 1	\$1.88	\$9.80	\$ 7.76	\$ 8.00	\$0.80	\$ 0.32	\$0.08	\$0.02	\$0.10	\$0.05	\$0.05	\$0.05		\$28.91
Massachusetts Zone 2	\$1.83	\$9.80	\$ 7.76	\$ 8.00	\$0.80	\$ 0.32	\$0.08	\$0.02	\$0.10	\$0.05	\$0.05	\$0.05		\$28.86
Massachusetts Zone 3	\$1.78	\$9.80	\$ 7.76	\$ 8.00	\$0.80	\$ 0.32	\$0.08	\$0.02	\$0.10	\$0.05	\$0.05	\$0.05		\$28.81
Rhode Island	\$1.75	\$9.80	\$ 7.76	\$ 5.71	\$0.80	\$ 0.32	\$0.08	\$0.02	\$0.10	\$0.05	\$0.05	\$0.05		\$26.49
Maine (Except Power Plant Related Work)	\$1.33	\$8.60	\$ 6.01	\$ 3.24	\$0.72	\$ 0.21	\$0.08	\$0.02	\$0.10	\$0.05	\$0.05	\$0.05	\$0.25	\$20.71
New Hampshire (Except Power Plant Related Work)	\$1.38	\$8.60	\$ 6.01	\$ 3.24	\$0.72	\$ 0.21	\$0.08	\$0.02	\$0.10	\$0.05	\$0.05	\$0.05	\$0.25	\$20.76
Vermont (Except Power Plant Related Work)	\$1.31	\$8.60	\$ 6.01	\$ 3.24	\$0.72	\$ 0.21	\$0.08	\$0.02	\$0.10	\$0.05	\$0.05	\$0.05	\$0.25	\$20.69
Northern New England Non-Nuclear Power Plants	\$1.47	\$8.60	\$ 6.01	\$ 3.24	\$0.72	\$ 0.21	\$0.08	\$0.02	\$0.10	\$0.05	\$0.05	\$0.05	\$0.25	\$20.85
Seabrook Nuclear	\$1.50	\$8.60	\$ 6.01	\$ 3.24	\$0.72	\$ 0.21	\$0.08	\$0.02	\$0.10	\$0.05	\$0.05	\$0.05	\$0.25	\$20.88

Rates Effective Apr. 1, 2013

State or Zone	Dues	Health	Pension	Annuity	ATF	NECLMP	CITF	NLMP	MCAP	MWIT	Sch.	Dis.	VAC	Stamp
Massachusetts Zone 1	\$2.15	\$9.80	\$ 7.91	\$ 7.85	\$0.80	\$ 0.42	\$0.08	\$0.02	\$0.10	\$0.05	\$0.05	\$0.05		\$29.28
Massachusetts Zone 2	\$2.08	\$9.80	\$ 7.91	\$ 7.85	\$0.80	\$ 0.42	\$0.08	\$0.02	\$0.10	\$0.05	\$0.05	\$0.05		\$29.21
Massachusetts Zone 3	\$2.03	\$9.80	\$ 7.91	\$ 7.85	\$0.80	\$ 0.42	\$0.08	\$0.02	\$0.10	\$0.05	\$0.05	\$0.05		\$29.16
Rhode Island	\$2.01	\$9.80	\$ 7.91	\$ 5.85	\$0.80	\$ 0.42	\$0.08	\$0.02	\$0.10	\$0.05	\$0.05	\$0.05		\$27.14
Maine (Except Power Plant Related Work)	\$1.51	\$8.60	\$ 6.01	\$ 3.24	\$0.80	\$ 0.42	\$0.08	\$0.02	\$0.10	\$0.05	\$0.05	\$0.05	\$0.25	\$21.18
New Hampshire (Except Power Plant Related Work)	\$1.56	\$8.60	\$ 6.01	\$ 3.24	\$0.80	\$ 0.42	\$0.08	\$0.02	\$0.10	\$0.05	\$0.05	\$0.05	\$0.25	\$21.23
Vermont (Except Power Plant Related Work)	\$1.49	\$8.60	\$ 6.01	\$ 3.24	\$0.80	\$ 0.42	\$0.08	\$0.02	\$0.10	\$0.05	\$0.05	\$0.05	\$0.25	\$21.16
Northern New England Non-Nuclear Power Plants	\$1.66	\$8.60	\$ 6.01	\$ 3.24	\$0.80	\$ 0.42	\$0.08	\$0.02	\$0.10	\$0.05	\$0.05	\$0.05	\$0.25	\$21.33
Seabrook Nuclear	\$1.70	\$8.60	\$ 6.01	\$ 3.24	\$0.80	\$ 0.42	\$0.08	\$0.02	\$0.10	\$0.05	\$0.05	\$0.05	\$0.25	\$21.37

Local Union 1121 Millwrights Zones

Massachusetts Zone 1

Zone 1 wage rates will apply to the following counties, cities and towns.

Suffolk County

Arlington	Hingham	Needham	Swampscott
Avon	Holbrook	Newton	Wakefield
Belmont	Hull	Norwood	Waltham
Braintree	Lexington	Peabody	Watertown
Burlington	Lynn	Quincy	Wellesley
Cambridge	Lynnfield	Randolph	Weston
Canton	Malden	Reading	Westwood
Chelsea	Marblehead	Revere	Weymouth
Cohasset	Medford	Salem	Winchester
Dedham	Melrose	Somerville	Winthrop
Dover	Milton	Stoneham	Woburn
Everett	Nahant	Stoughton	

In addition to the aforementioned, **all Power Plants** within Massachusetts will fall within the **Zone 1** wage rates.

Massachusetts Zone 2

Zone 2 wage rates will apply starting with the following counties, cities, and towns excluding the cities and towns in Zone 1

Counties:

Barnstable	Dukes	Middlesex	Norfolk
Bristol	Essex	Nantucket	Plymouth

Cities and Towns:

Abington	Groton	Northbridge	Shirley
Berlin	Harvard	Northborough	Shrewsbury
Blackstone	Hopedale	Norwell	Southborough
Bolton	Lancaster	Pepperell	Upton
Boylston	Milford	Rockland	Uxbridge
Clinton	Millville	Scituate	Westborough
Grafton			

Massachusetts Zone 3

Zone 3 wage rates will apply starting with the following counties, cities and towns.

Counties:

Berkshire	Hampden	Hampshire	Worcester
Franklin			

Cities and Towns: Ashby Townsend

ARTICLE XII APPRENTICESHIP

Section 1. Each Employer subscribes to and agrees to be bound by the provisions of the Agreement and Declaration of Trust of the Eastern Millwrights Regional Council Apprenticeship and Training Fund dated 08-24-06 and as amended.

Section 2. Each Employer agrees to pay the amount set forth in Article VII, Section 1 - Wages - for each hour worked by each Employee covered by the terms of this Agreement to the Eastern Millwrights Regional Council Apprenticeship and Training Fund.

Section 3. Training Fund Payments as provided in Section 2 above for Millwrights from a local Union other than Local 1121 are to be made only to the Eastern Millwrights Regional Council Apprenticeship and Training Fund, not the Carpenter Apprentice Training Funds of the local of which said Millwright is a member.

Section 4. The Union party to this Agreement and the Employer parties to this Agreement shall appoint an equal number of Trustees to administer the Fund.

Section 5. Failure to contribute to the Fund shall be a violation of this Agreement.

Section 6. Employer contributions shall be used exclusively for the training and education of Apprentices and journeymen upgrading, and for the administrative costs of the Joint Apprenticeship Committee.

Section 7. Each Employer shall employ a ratio of one (1) Apprentice to five (5) journeymen Millwrights on the job or within his employ when indentured Apprentices are available and assigned to the Employer by the Union. No Employer shall lay off an Apprentice for lack of work without giving at least twenty-four (24) hours prior notice to the Union.

Expires September 30, 2015

-17-

Eastern Millwrights Regional Council

Section 8. Both parties agree to comply with the Standard of Apprenticeship as established by the Joint Apprenticeship Committee for the training of Apprentice Millwrights as applicable under this Agreement.

Section 9. The minimum rate of wages for Apprentices shall be:

		Annuity Contribution
The first year	55% of journeyman rate	1 st year 55%
The second year	65% of journeyman rate	2 nd year 65%
The third year	75% of journeyman rate	3 rd year 75%
The fourth year	85% of journeyman rate	4 th year 85%

No pension contribution shall be required for 1st year Apprentices.

Section 10. The Fund shall submit annually at the close of the fiscal year to the Associations party to the Agreement a financial report, showing income and expenditures.

Section 11. The Fund Trustees shall send annually to all signatory parties of this Agreement a list of all indentured Apprentices as outlined above and list of the present Trustees.

Section 12. All newly hired Apprentices should identify themselves as Apprentices to the Employer.

Expires September 30, 2015

-18-

Eastern Millwrights Regional Council

ARTICLE XXXI
EXPIRATION PROVISION

This Agreement will expire on September 30, 2015; except that either party to this Agreement gives notice in writing to the other party on or before August 1, 2015 that it desires a change after September 30, 2015, then this Agreement will continue in effect until September 30, 2016, and so on each year thereafter unless on or before July 31st of each year thereafter a notice is given by either party.

All work covered by the New England Regional Council of Carpenters and the Eastern Millwrights Regional Council Collective Bargaining Agreements in Massachusetts (Local Nos. 26, 33, 40, 56, 67, 107, 108, 111, 218, 275, 424, 475, 535, 624, 723, 1121, 1305, and 2168), Rhode Island (Local No. 94, 1121), Connecticut (Locals Nos. 24, 43, 210, and 1121) and Maine, New Hampshire and Vermont (Local No. 118, 1121, and 1996) shall be performed in accordance with the terms and conditions of the local area Agreement in the area where the work is being performed. The obligation to perform work in accordance with the terms and conditions of those local area Agreements ceases on the termination date of this Agreement, September 30, 2015.

Robert E. Louder
Eastern Millwrights Regional Council

Dennis Daniels
Millwrights Local No. 1121

Thomas S. Gray
Building Trades Employers' Association of Boston
and Eastern Massachusetts, Inc.

T. J. O'Neill
Labor Relations Division of the
Associated General Contractors
of Massachusetts, Inc.

Expires September 30, 2015

-33-

Eastern Millwrights Regional Council